

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE THE PATENT APPLICATION OF: Brandon Shane Skidgel

Appl. No.: unknown

Filed: herewith

For: Apparatus and Method for Remotely Sharing Information and Providing Remote Interactive Assistance Via a Communications Network

DECLARATION

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below, next to my name, and that I believe I am an original and first inventor of the subject matter which is claimed and described in the specification identified above and for which a patent is sought in this application entitled:

Apparatus and Method for Remotely Sharing Information and Providing Remote Interactive Assistance Via a Communications Network

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, and acknowledge the duty to disclose information which is material to patentability of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim the benefit under Title 35, United States Code § 119(e) of U.S. Provisional Application No. 60/517,488, filed on November 5, 2003.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that the statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section

1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Brandon Shane Skidgel ~


Inventor's Signature

Residence: Jenks, OK

Post Office Address: 11617 South Mulberry Lane
Jenks, OK 74037

Citizenship: US

Date: 2-6-2004

Attorney Docket No. 17448-54409-B

PATENT

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POWER OF ATTORNEY

As the assignee of record of the entire interest of the above identified application, Ivory Holdings, LLC hereby appoints the following attorneys to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith: Ray F. Cox, Jr., Reg. No. 33,669; and J. Charles Dougherty, Reg. No. 41,715.

All correspondence with respect to this application should be directed to:

J. Charles Dougherty
Wright, Lindsey & Jennings LLP
200 West Capitol Avenue, Suite 2300
Little Rock, Arkansas 72201
(501) 371-0808

Filed with this power is a Statement under 37 CFR 3.73(b).

Ivory Holdings, LLC

By: 

Dwight L. Pierce
Managing Member
2448 East 81st Street
Suite 2800
Tulsa, OK 74137

Date: 1-30-2004

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STATEMENT UNDER 37 CFR 3.73(b)—
ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION

1. The assignee of the entire right, title and interest hereby seeks to take action in the PTO in this matter.

2. The assignee, Ivory Holdings, LLC, is a limited liability company formed under the laws of the State of Oklahoma.

3. The person authorized to act on behalf of the assignee is:

Dwight L. Pierce

Title: Managing Member

4. The ownership by the assignee is established by an assignment submitted for recordal in connection with the following provisional patent application:

Serial No.: 60/517,488

Filing Date: 11/05/2003

Title: Apparatus and Method for Remotely Sharing Information and Providing Remote Interactive Assistance Via a Communications Network

A copy of the assignment is attached to this Statement.

Date: 1-30-04

A handwritten signature in black ink, appearing to read 'DLP', written over a horizontal line.

Dwight L. Pierce
Managing Member
Ivory Holdings, LLC

ASSIGNMENT

WHEREAS, I, Brandon Shane Skidgel, of 11617 South Mulberry Lane, Jenks, OK 74037 ("Assignor"), have invented certain new and useful improvements in an invention entitled "Apparatus and Method for Remotely Sharing Information and Providing Remote Interactive Assistance via a Communications Network," set forth in a United States provisional patent application naming the above identified inventor for the above entitled invention as identified by the attorney docket number given above; and

WHEREAS, Ivory Holdings, LLC, a limited liability company formed under the laws of the State of Oklahoma, having an address of 2448 East 81st Street, Suite 2800, Tulsa, OK 74137 ("Assignee"), is desirous of acquiring the entire right, title and interest in said invention, in said application, and in any Letters Patent or Patents, United States or foreign, to be obtained therefrom;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the said Assignor, and by these presents do assign, sell, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above mentioned invention, applications for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, including all rights to claim priority, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or re-examinations of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said Assignee, for its own use and behoof, and the use and behoof of its successors, legal

representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.

And for the same consideration, the said Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be entered into which would conflict with this assignment.

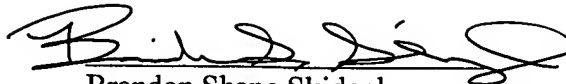
And for the same consideration, the said Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that the said Assignor will, whenever counsel of the said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said applications for Letters Patent or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said Assignee, its successors, legal representatives and assigns, but at the cost and expense of the said Assignee, its successors, legal representatives and assigns.

And the said Assignor hereby requests the Director of the United States Patent and Trademark Office to issue said Letters Patent of the United States to the said Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said Assignee, its successors, legal representatives and assigns.

In connection herewith, Assignee, its successors, legal representatives and assigns hereby agree to indemnify, defend and hold harmless Assignor from and against any and all losses, costs, damages, penalties, claims, and/or causes of action of any kind arising from or in connection with the use by Assignee, its successors, or assigns of the invention, Letters Patent and/or any rights assigned hereunder, whether known or unknown, and whether heretofore or hereinafter arising.

Subject to Assignee's intellectual property rights, including without limitation rights under patent, copyright, and trade secret laws, and further subject to Assignor's confidentiality obligations to Assignee, including without limitation obligations arising under contract and employment law, nothing in this Agreement shall be construed to restrict or prohibit Assignor from using and applying any general skills, expertise, and software design techniques and methods of general application gained by Assignor prior to the date of this Agreement.

EFFECTIVE this 28th day of October, 2003.

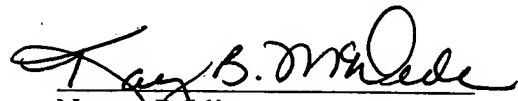

Brandon Shane Skidgel

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss
COUNTY OF Wagoner)

On this 28th day of October, in the year 2003, before me,
Kay B. McDee, a Notary Public in and for the State of Oklahoma, personally
appeared Brandon Shane Skidgel, personally known to me or proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument, and
acknowledged that he/she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and
year in this certificate first above written.


Notary Public
03007559

My commission expires:

May 9, 2007

Dwight L. Pierce
Managing Member, Ivory Holdings, LLC

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF Wagoner)

On this 28th day of October, in the year 2003, before me, Kay B McIede, a Notary Public in and for the State of Oklahoma, personally appeared Dwight L. Pierce, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Kary B. McQuade
Notary Public
03007559

My commission expires:

May 9, 2007